



Illinois Department of Transportation

**Local Public Agency
Material Proposal or
Deliver & Install Proposal**

| | | |
|-----------------------|-------|----------|
| PROPOSAL SUBMITTED BY | | |
| Contractor's Name | | |
| Street | | P.O. Box |
| City | State | Zip Code |

STATE OF ILLINOIS

COUNTY OF DeKalb
Various Road Districts
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various
 SECTION NO. 2015 Drainage Pipe
 TYPES OF FUNDS MFT & Local

- MATERIAL PROPOSAL DELIVER & INSTALL PROPOSAL
 SPECIFICATIONS (required) PLANS (if applicable)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DeKalb
Local Public Agency Various
Section Number 2015 Drainage Pipe
Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of the DeKalb County Engineer,

1826 Barber Greene Road, DeKalb, IL 60115 until 10:00 AM on April 2, 2015
Address Time Date

- 1. Plans and proposal forms will be available in the office of the DeKalb County Engineer 1826 Barber Greene Road, DeKalb, IL 60115
2. Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will not be allowed as a proposal guaranty.
5. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 2015 Drainage Pipe".

By Order of DeKalb County Board 02/13/2015 Nathan F. Schwartz, P.E.
(Awarding Authority) Date (County Engineer/Superintendent of Highways/Municipal Clerk)

Material Proposal or Deliver & Install Proposal

To DeKalb County Board
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- 1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: 0 % 0 calendar days: 0 % 0 calendar days.
Discounts will not be considered in determining the low bidder.

Bidder Address By Title (Signature)



| Group No. | Items | Delivery | Unit | Quantity | Unit Price | Total |
|-----------|-------------------------------------|------------|------|----------|------------|-------|
| 1 | Afton Township | | | | | |
| | Pipe Culvert, Type 1, 15" | Twp Garage | Ft | 400.00 | | |
| 2 | Malta Township | | | | | |
| | Pipe Culvert, Type 1, 15" | Twp Garage | Ft | 240.00 | | |
| | Pipe Culv, Ty1, 15" Connecting Band | Twp Garage | Each | 6.00 | | |
| | Pipe Culvert, Type 1, 24" | Twp Garage | Ft | 96.00 | | |
| | Pipe Culv, Ty1, 24" Connecting Band | Twp Garage | Each | 2.00 | | |
| 3 | Shabbona Township | | | | | |
| | Pipe Culvert, Type 1, 48" | Twp Garage | Ft | 40.00 | | |
| | Pipe Culvert, Type 1, 18" | Twp Garage | Ft | 40.00 | | |
| | Pipe Culv, Ty1, 18" Connecting Band | Twp Garage | Each | 1.00 | | |
| 4 | Victor Township | | | | | |
| | Pipe Culvert, Type 1, 15" | Twp Garage | Ft | 160.00 | | |
| | Pipe Culv, Ty1, 15" Connecting Band | Twp Garage | Each | 5.00 | | |
| | Pipe Culvert, Type 1, 21 | Twp Garage | Ft | 160.00 | | |
| | Pipe Culv, Ty1, 21" Connecting Band | Twp Garage | Each | 5.00 | | |
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The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

Address

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Section 2015 Drainage Pipe, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

INSPECTION

All material shall be inspected by the State of Illinois at the plant of fabrication. A visual inspection shall also be performed by the Awarding Agency at the delivery point to see the material has maintained good condition during delivery.

DELIVERY

Delivery of pipes shall be made prior to June 1, 2015 or the bid check shall be forfeited. Each Agency shall receive 24 hours notice prior to delivery of their pipe materials. All pipe culverts shall be marked to indicate the pipe size and length.

PIPES

All pipe culverts shall be galvanized, annular corrugated, steel pipe as per Section 542 of the Standard Specifications.

All pipe culverts shall be Type 1 for Fill Heights 3 feet or less per Section 542 of the Standard Specifications unless otherwise specified.

All pipes less than 36" diameter shall have 2 2/3" x 1/2" corrugations.

All pipes 36" or greater diameter shall have 3" x 1" corrugations.

Pipes 12" to 21" diameter shall be 16 gage.

Pipes 24" to 54" diameter shall be 14 gage.

Pipes 60" to 90" diameter shall be 12 gage.

Pipes 96" to 108" diameter shall be 10 gage.

Pipes 36" or greater diameter shall have lifting lugs.

CONNECTING BANDS

All connecting bands shall be 24" wide.

BILLING

Billing shall be made after delivery and acceptance by the respective Agency. Each Agency shall be billed separately per the bid and award. The bills sent to DeKalb County shall reference the respective Agency for which they are billing.

SPECIAL PROVISION FOR BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS (LRS7):

Prequalification of Bidders The provisions for prequalification of bidders as stated in the second paragraph shall not apply to this proposal.

Requirement of Contract Bond Revise to read: successful low bidder has submitted a proposal guaranty check, it will be held by the County as the contract bond. The Contractor's check will be held until the successful completion of the work and certification of material approval, upon which time, the check will be returned to the Contractor.

2015 Drainage Pipe

TOWNSHIP PIPE CULVERTS

Group 1 Afton Township, DeKalb, IL

Deliver to Afton Township, 10315 Keslinger Rd, DeKalb, IL

| <u>Item</u> | <u>Length per Run (ft)</u> | <u>Number of Runs</u> | <u>Total (ft)</u> | <u>Point of Delivery</u> |
|---------------------------|----------------------------|-----------------------|-------------------|--------------------------|
| Pipe Culvert, Type 1, 15" | 40 | 10 | 400 | Twp Garage |

Group 2 Malta Township

Deliver to Malta Township Garage, 105 S 1st St, Malta, IL

| <u>Item</u> | <u>Length per Run (ft)</u> | <u>Number of Runs</u> | <u>Total (ft)</u> | <u>Point of Delivery</u> |
|---|----------------------------|-----------------------|-------------------|--------------------------|
| Pipe Culvert, Type 1, 15" | 24 | 10 | 240 | Twp Garage |
| Pipe Culvert, Type 1, 15" Connecting Band | 2 | 6 | n/a | Twp Garage |
| Pipe Culvert, Type 1, 24" | 24 | 4 | 96 | Twp Garage |
| Pipe Culvert, Type 1, 24" Connecting Band | 2 | 2 | n/a | Twp Garage |

Group 3 Shabbona Township

Deliver to Shabbona Township, 203 South Pontiac, Shabbona, IL

| <u>Item</u> | <u>Length per Run (ft)</u> | <u>Number of Runs</u> | <u>Total (ft)</u> | <u>Point of Delivery</u> |
|---|----------------------------|-----------------------|-------------------|--------------------------|
| Pipe Culvert, Type 1, 48" | 40 | 1 | 40 | Twp Garage |
| Pipe Culvert, Type 1, 18" | 20 | 2 | 40 | Twp Garage |
| Pipe Culvert, Type 1, 18" Connecting Band | 2 | 1 | n/a | Twp Garage |

Group 4 Victor Township

Deliver to Victor Township, 8478 Suydam Road, Leland, IL

| <u>Item</u> | <u>Length per Run (ft)</u> | <u>Number of Runs</u> | <u>Total (ft)</u> | <u>Point of Delivery</u> |
|---|----------------------------|-----------------------|-------------------|--------------------------|
| Pipe Culvert, Type 1, 15" | 20 | 8 | 160 | Twp Garage |
| Pipe Culvert, Type 1, 15" Connecting Band | 2 | 5 | n/a | Twp Garage |
| Pipe Culvert, Type 1, 21" | 20 | 8 | 160 | Twp Garage |
| Pipe Culvert, Type 1, 21" Connecting Band | 2 | 5 | n/a | Twp Garage |

**INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2015

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-12) (Revised 1-1-15)

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**CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2015

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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**CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2015

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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**State of Illinois
Department of Transportation
Bureau of Local Roads and Streets**

**SPECIAL PROVISION
FOR
CONTRACT CLAIMS**

**Effective: January 1, 2002
Revised: January 1, 2007**

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications to read:

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgement, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

CHECK SHEET #LRS7

**State of Illinois
Department of Transportation
Bureau of Local Roads and Streets**

**SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS**

Effective: January 1, 2002

Revised: January 1, 2013

Replace Article 102.01 of the Standard Specifications with the following:

“Prequalification of Bidders. When prequalification is required and the awarding authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the awarding authority as a prerequisite to the release of proposal forms by the awarding authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, in accordance with the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the awarding authority and two copies with the District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in prequalification procedures.
- (b) Uncompleted work which, in the judgement of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

Examination of Material Proposal, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the proposal. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the work and fully acquaint themselves with the detailed requirements of the work. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder will be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal. Any prospective bidder who desires an explanation or interpretation of the specification, or any of the documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the documents and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

CHECK SHEET #LRS7

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification and shall be submitted in like manner.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgement of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (i) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

| | <u>Amount Bid</u> | <u>Proposal Guaranty</u> |
|------------|-------------------|--------------------------|
| Up to | \$5,000 | \$150 |
| >\$5,000 | \$10,000 | \$300 |
| >\$10,000 | \$50,000 | \$1,000 |
| >\$50,000 | \$100,000 | \$3,000 |
| >\$100,000 | \$150,000 | \$5,000 |
| >\$150,000 | \$250,000 | \$7,500 |
| >\$250,000 | \$500,000 | \$12,500 |
| >\$500,000 | \$1,000,000 | \$25,000 |

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| <u>Amount Bid</u> | | <u>Proposal Guaranty</u> |
|-------------------|--------------|--------------------------|
| >\$1,000,000 | \$1,500,000 | \$50,000 |
| >\$1,500,000 | \$2,000,000 | \$75,000 |
| >\$2,000,000 | \$3,000,000 | \$100,000 |
| >\$3,000,000 | \$5,000,000 | \$150,000 |
| >\$5,000,000 | \$7,500,000 | \$250,000 |
| >\$7,500,000 | \$10,000,000 | \$400,000 |
| >\$10,000,000 | \$15,000,000 | \$500,000 |
| >\$15,000,000 | \$20,000,000 | \$600,000 |
| >\$20,000,000 | \$25,000,000 | \$700,000 |
| >\$25,000,000 | \$30,000,000 | \$800,000 |
| >\$30,000,000 | \$35,000,000 | \$900,000 |
| Over | \$35,000,000 | \$1,000,000 |

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the awarding authority; or the City, Village, or Town Treasurer, when a city, village, or town is the awarding authority.

If this proposal contains various groups and the bidder has the option of bidding on one or several groups, the bidder may provide a separate proposal guaranty for each group or combination of groups in lieu of a single proposal guaranty to cover the amount bid for the entire proposal. Each proposal guaranty shall identify the groups covered by the individual proposal guaranty. In the event that one proposal guaranty check is intended to cover two or more groups, the amount must be equal to the sum of the proposal guaranties which would be required for each individual group.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. If a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Bid bonds will not be returned.

The awarding authority may deny the use of a bid bond as a proposal guaranty but may not further restrict the proposal guaranty. The Notice of Material Letting will state whether a bid bond is allowed.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

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Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In awarding the supply of materials, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Acceptance of Proposal to Furnish Material. The award will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor or Supplier.

An acceptance of proposal to furnish materials executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a material proposal is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the award as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

The contract bond shall be returned within 15 days after the notice of award. Failure of the successful bidder to execute and file acceptable bonds within 15 days after the notice of award has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of

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damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised, or otherwise, as the Awarding Authority may decide.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the contract bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute the Acceptance of Proposal to Furnish Material. If the acceptance of proposal to furnish material is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed bonds, the bidder shall have the right to withdraw his/her bid without penalty.”

**State of Illinois
Department of Transportation
Bureau of Local Roads and Streets**

**SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES**

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**State of Illinois
Department of Transportation
Bureau of Local Roads and Streets**

**SPECIAL PROVISION
FOR
SELECTION OF LABOR**

Effective: January 1, 1999

Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.